

**UNITED STATES DISTRICT COURT  
DISTRICT OF DELAWARE**

**AMERICAN EMPLOYERS' INSURANCE  
COMPANY, as subrogee of College Book  
Stores of America**

**Plaintiff**

**v.**

**UNITED DOMINION INDUSTRIES, INC.,  
THE MARLEY CORPORATION and  
MARLEY ENGINEERED PRODUCTS**

**Defendants**

**Civil Action No. 04-178**

**CONFIDENTIALITY STIPULATION AND AGREEMENT**

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned that:

1. For purposes of this Stipulation and Agreement, "Confidential Information" means any information or document that is designated confidential by Marshall, Dennehey, Warner, Coleman & Goggin, at the time it is produced by Marshall, Dennehey, Warner, Coleman & Goggin or within fifteen (15) business days after its production if in response to a subpoena. Documents so designated shall be marked "Confidential" by Cunningham, Porter & Phillips and the court reporter shall be asked to mark any portions of the transcripts so designated as "Confidential". Any party objecting to the designation of material as confidential shall do so in writing within ten (10) business days of the receipt of designation of the material as "Confidential". In the event of such objection, the party asserting the objection shall apply to the Court for a relief from this Stipulation and Agreement within twenty (20) business days after receipt by Marshall, Dennehey, Warner, Coleman & Goggin of the objection to the designation. If such application is not made within such period, the material shall be subject to the provisions of this Stipulation and Agreement.

2. If a document which has been previously produced is later designated Confidential, the counsel for the party receiving such documents shall replace undesignated documents with designated copies and withdraw such undesignated documents from circulation.

3. Confidential Information shall be disclosed to and used by only the attorneys for the parties, such attorneys' employees, expert witnesses and other witnesses while preparing for or testifying at depositions or at trial, and persons properly present at such testimony. Confidential Information shall be used only in connection with and for the purpose of this action. Any person receiving Confidential Information shall take all steps necessary to prevent its disclosure to anyone other than those persons to whom disclosure is permitted.

4. All Confidential Information and all copies thereof shall be maintained in safe and secure facilities by the attorneys for the parties. At the termination of this action (by entry of a final non-appealable judgment or stipulation of discontinuance), all Confidential Information and all copies thereof shall be returned to the party who produced such Confidential Information, except that nothing in this paragraph shall be construed to prohibit the attorneys for a party from destroying copies of Confidential Information that they may have made for use in this action.

5. Access to Confidential Information shall not be given to any person unless that person agrees to be bound by this Stipulation and Agreement. The persons described in paragraph 2, who are permitted to have access to Confidential Information shall, before being permitted such access, read and execute a statement indicating an understanding of the terms of this Stipulation and Agreement, and an agreement to be bound thereby, in the form annexed hereto as Exhibit 1. Counsel of record in this action need not execute such statement and agreement. The attorneys for each party shall retain a copy of each such signed agreement for inspection by the attorneys for any other party upon reasonable notice.

6. When Confidential Information will be used or disclosed at a deposition or hearing herein, no person (except for the Court and court reporter) who has not agreed in writing to be

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bound by this Stipulation and Agreement will be permitted to attend any portion of any such deposition or hearing at which Confidential Information will be revealed. The confidential portions of depositions, if filed with the Court, shall be filed under seal.

7. Whenever any such documents or portions thereof designated confidential are made part of a motion or other application to the Court or are offered into evidence at any trial or hearing by any party, that party will offer such documents or portions thereof under seal, and all testimony, whether taken at deposition or trial, which might reveal Confidential Information will likewise be offered under seal, unless otherwise agreed to by the attorneys for the party that produced the Confidential Information, or unless the Court orders otherwise different or additional protection for any particular material or information.

8. This does not in any way purport to limit the trial judge's ability to rule on the admissibility of any documents governed by this agreement.

Dated: December , 2004



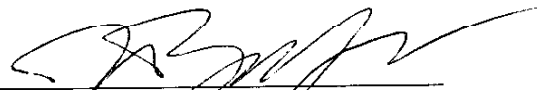
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DEFENDANT, T.A. RIETDORF  
& SONS, INC.

**EXHIBIT 1 TO CONFIDENTIALITY STIPULATION & AGREEMENT**

I have read the Confidentiality Stipulation and Agreement annexed hereto. I agree to be bound by the Confidentiality Stipulation and to the following provisions in particular:

1. All Confidential Information obtained or learned by me will be used only for the purpose of this action and for no other purpose.
2. I will take all necessary steps to protect the confidentiality of any such Confidential Information during the course of this action and after the termination of this action.
3. I will not disclose the Confidential Information to any person other than the individuals identified in Paragraph 1 of the Confidentiality Stipulation.

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(NAME AND ADDRESS)